

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ANALI MENDEZ,

COMPLAINT

Plaintiff,

Docket No.: 19-cv-05842

-against-

Jury Trial Demanded

MAZZOLA BAKERY, INC., and FRANK
CARAVELLO, individually, and FRANCESCO
CARAVELLO, individually, and JOSEPHINE
MESSINA, individually,

Defendants.

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ANALI MENDEZ (“Plaintiff”), by and through her attorneys, BORRELLI & ASSOCIATES, P.L.L.C., as and for her Complaint against MAZZOLA BAKERY, INC. (“Mazzola Bakery”), and FRANK CARAVELLO, individually, and FRANCESCO CARAVELLO, individually, and JOSEPHINE MESSINA, individually, (collectively as “Defendants”), alleges upon knowledge as to herself and her own actions and upon information and belief as to all other matters as follows:

NATURE OF CASE

1. This is a civil action for damages and equitable relief based upon violations that Defendants collectively committed of Plaintiff’s rights guaranteed to her by: (i) the overtime provisions of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207(a); (ii) the overtime provisions of the New York Labor Law (“NYLL”), NYLL § 160; N.Y. Comp. Codes R. & Regs. (“NYCRR”) tit. 12, § 146-1.4; (iii) the NYLL’s requirement that employers provide on each payday wage statements to their employees containing specific categories of accurate information,

NYLL § 195(3); (iv) the anti-gender discrimination provisions of Title 8 of the Administrative Code of the City of New York, also known as the New York City Human Rights Law (“NYCHRL”); (v) the anti-retaliation provisions of the NYCHRL; (vi) the anti-aiding and abetting provisions of the NYCHRL; (vii) the anti-retaliation provisions of the FLSA, 29 U.S.C. § 215(a)(3); (viii) the anti-retaliation provisions of the NYLL, NYLL § 215(1)(a); and (ix) any other claim(s) that can be inferred from the facts set forth herein.

2. On March 3, 2018, Plaintiff and Defendants entered into a written agreement to toll the statute of limitations for all of Plaintiff’s claims arising under, *inter alia*, the FLSA, the NYLL, the NYCRR, and the NYCHRL, from December 7, 2018 through February 28, 2019. Plaintiff and Defendants subsequently entered into two additional tolling agreements, resulting in the tolling of the statute of limitations for these claims from December 7, 2018 through September 30, 2019.

3. Plaintiff, female, worked as a cashier for Defendants -- a corporation that operates a bakery in Brooklyn and its three co-owners and managers -- from in or about May 2005 until the termination of her employment on August 21, 2018. As described below, throughout the entirety of her employment, but as is relevant herein, due to the operation of the tolling agreements, from January 7, 2013 through August 21, 2018 (“the Relevant Period”), Defendants Mazzola Bakery and Frank Caravello failed to pay Plaintiff the wages lawfully due to her under the FLSA, the NYLL, and the NYCRR. Specifically, throughout the Relevant Period, Defendants Mazzola Bakery and Frank Caravello required Plaintiff to routinely work more than forty hours in a workweek, but they failed to compensate Plaintiff at the statutorily-required overtime rate of one and one-half times her regular rate of pay for all hours that Plaintiff worked in a week in excess of forty. Instead, Defendants Mazzola Bakery and Frank Caravello paid Plaintiff at her straight-time rate for all hours worked, in violation of the FLSA, the NYLL, and the NYCRR.

4. Additionally, throughout the Relevant Period, Defendants Mazzola Bakery and Frank Caravello failed to provide Plaintiff with accurate wage statements on each payday, in further violation of the NYLL.

5. Furthermore, beginning in or around October 2016 and continuing until the termination of Plaintiff's employment on or about August 21, 2018, Defendant Mazzola Bakery, through the actions of Defendant Francesco Caravello, subjected Plaintiff to egregious gender discrimination in the form of hostile work environment sexual harassment, in violation of the NYCHRL, which included unwelcomed physical contact, such as him slapping Plaintiff's buttocks and back and brushing his hand up against Plaintiff's buttocks.

6. After months of enduring Defendant Francesco Caravello's sexual harassment, in or around May 2017 and continuing until Plaintiff's termination on August 21, 2018, Plaintiff lodged good faith complaints with Defendants Frank Caravello and Josephine Messina regarding Defendant Francesco Caravello's conduct. In response, however, Defendants Frank Caravello and Josephine Messina did not take any steps to investigate Plaintiff's complaints or subject Defendant Francesco Caravello to any remedial action, thereby aiding and abetting Francesco Caravello's sexual harassment of Plaintiff in further violation of the NYCHRL.

7. To top it off, after Plaintiff, through counsel, complained to Defendants about their just-described violations of the FLSA, the NYLL, and the NYCHRL, Defendant Mazzola Bakery, through the actions of Defendant Frank Caravello, violated the anti-retaliation provisions of those statutes by calling Plaintiff's current employer, Mia's Brooklyn Bakery, and in an attempt to blackball her, told her supervisor that she was a bad person who should be fired.

JURISDICTION AND VENUE

8. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331, as this action arises under 29 U.S.C. § 201 *et seq.* The supplemental jurisdiction of the Court is invoked pursuant to 28 U.S.C. § 1337 over all claims arising under New York law.

9. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events or omissions giving rise to the claims for relief occurred within this judicial district.

PARTIES

10. At all times during the Relevant Period, Plaintiff worked for Defendants in New York and was an “employee” and a “person” entitled to protection as defined by the FLSA, the NYLL, the NYCRR, and the NYCHRL.

11. At all times during the Relevant Period, Defendant Mazzola Bakery was and is a New York corporation with its principal place of business located at 192 Union Street, Brooklyn, New York 11231.

12. At all times during the Relevant Period, Defendant Frank Caravello was and is the Chief Executive Officer and co-owner of Defendant Mazzola Bakery, who personally managed and oversaw the day-to-day operations of the business, and who was ultimately responsible for all matters with respect to determining employees’ rates, methods of pay, and hours worked, for maintaining employment records, and who was Plaintiff’s direct supervisor.

13. At all times during the Relevant Period, Defendant Francesco Caravello, the father of Defendants Frank Caravello and Josephine Messina, was and is a co-owner of Mazzola Bakery who handled deliveries on behalf of the business.

14. At all times during the Relevant Period, Defendant Josephine Messina was and is a co-owner of Mazzola Bakery who managed the day-to-day operations of the business in Defendant Frank Caravello's absence.

15. At all times during the Relevant Period, Defendants were "employers" within the meaning of the FLSA, the NYLL, and the NYCRR, while Defendants Frank Caravello, Francesco Caravello, and Josephine Messina were "employers" and/or "agents thereof" within the meaning of the NYCHRL, as Defendant Mazzola Bakery, at all relevant times, employed four or more employees. Additionally, during all times relevant to Plaintiff's FLSA claims, Defendant Mazzola Bakery's qualifying annual business exceeded \$500,000.00, and Defendant Mazzola Bakery was engaged in interstate commerce within the meaning of the FLSA, as it employed two or more employees, shipped its bakery products to states other than New York, and accepted credit cards as a form of payment based on cardholder agreements with out-of-state companies, as well as cash that naturally moved across state lines, the combination of which subjects Defendant Mazzola Bakery to the FLSA's overtime requirements as an enterprise.

BACKGROUND FACTS

16. Defendant Mazzola Bakery is a corporation that operates a popular bakery located in Brooklyn, New York. Indeed, the bakery is so popular that customers from outside of New York, as well as within it, routinely order its products, which Mazzola Bakery then ships to those who placed the order. The bakery also operates a traditional bakery counter in its store by serving its ready-made products to walk-in customers and makes local deliveries to those who place orders as well.

17. Defendant Frank Caravello was and is the Chief Executive Officer of Defendant Mazzola Bakery, Inc., as well as a co-owner of the business, who manages the business on a day-to-day basis.

18. Defendant Francesco Caravello was and is a co-owner of Defendant Mazzola Bakery who also works there daily handling deliveries.

19. Defendant Josephine Messina was and is a co-owner of Defendant Mazzola Bakery, who manages and oversees the bakery and all of its employees in Frank Caravello's absence.

20. In or about May 2005, Defendant Frank Caravello, on behalf of Mazzola Bakery, hired Plaintiff to work for Defendants as a cashier. Although Plaintiff's title was cashier, she had various duties including, *inter alia*: taking customer orders from behind the front counter in the bakery; ordering baked goods, such as pastries and cookies, from wholesalers; restocking the bakery; maintaining cleanliness within the bakery; and opening, and occasionally closing, the bakery. Plaintiff worked in that role until August 21, 2018.

21. During at least the Relevant Period, Defendants Mazzola Bakery and Frank Caravello required Plaintiff to work, and she did in fact work, seven days per week two times per month and six days per week two times per month, with a different day off each time that she worked six days per week, from 5:30 a.m. to any time between 12:30 p.m. and 3:00 p.m. on each shift, depending on how busy things were, without being permitted to take a scheduled or uninterrupted break during her shifts. On weekdays, Plaintiff would usually work until at least 2:00 p.m. each day. Thus, by approximation, Defendants Mazzola Bakery and Frank Caravello required Plaintiff to work, and Plaintiff did routinely work, between forty-nine and one-half and sixty-six and one-half hours per week during that time.

22. During the Relevant Period, Defendants Mazzola Bakery and Frank Caravello paid Plaintiff, for all hours worked, including those hours that she worked in a week over forty, as follows: \$10.00 per hour from January 7 through December 31, 2013; \$11.00 per hour from January 7 through December 31, 2014; \$12.00 per hour from January 1 through December 31, 2015; \$13.00 per hour from January 1, 2016 through December 31, 2017; and \$15.00 per hour from January 1 through August 21, 2018.

23. During the Relevant Period, Defendants Mazzola Bakery and Frank Caravello failed to pay Plaintiff at the rate of one and one-half times her regular hourly rate for any hours that Plaintiff worked over forty in a week.

24. By way of example only, during the week of April 23 through April 29, 2018, Defendants Mazzola Bakery and Frank Caravello required Plaintiff to work, and Plaintiff did work, the following schedule, without taking any breaks:

Monday, April 23, 2018: 5:30 a.m. until 3:00 p.m.;

Tuesday, April 24, 2018: 5:30 a.m. until 3:00 p.m.;

Wednesday, April 25, 2018: 5:30 a.m. until 3:00 p.m.;

Thursday, April 26, 2018: 5:30 a.m. until 3:00 p.m.;

Friday, April 27, 2018: 5:30 a.m. until 3:00 p.m.;

Saturday, April 28, 2018: 5:30 a.m. until 3:00 p.m.;

Sunday, April 29, 2018: 5:30 a.m. until 3:00 p.m.

Accordingly, Plaintiff worked a total of sixty-six and one-half hours during that week. In exchange for her work that week, Defendants Mazzola Bakery and Frank Caravello paid Plaintiff at her regular rate of \$15.00 per hour for all hours worked. Thus, Defendants Mazzola Bakery and Frank

Caravello did not pay Plaintiff at her overtime rate of \$22.50 per hour for the twenty-six and one-half hours that Plaintiff worked that week in excess of forty.

25. From at least January 7, 2013 through the termination of Plaintiff's employment on August 21, 2018, Defendants Mazzola Bakery and Frank Caravello paid Plaintiff on a weekly basis in cash.

26. On each occasion when they paid Plaintiff during at least the Relevant Period, Defendants Mazzola Bakery and Frank Caravello failed to provide Plaintiff with a wage statement that accurately listed, *inter alia*, her overtime rates of pay for every hour worked over forty.

27. Defendants Mazzola Bakery and Frank Caravello acted in this manner to maximize their profits and minimize their labor costs and overhead.

28. Each hour that Plaintiff worked was for Defendants' benefit.

29. Beginning in or about October 2016 and continuing until Plaintiff's termination from her employment with Defendants on August 21, 2018, Defendant Francesco Caravello, male, egregiously sexually harassed Plaintiff. Specifically, approximately once per month during that time period, Defendant Francesco Caravello watched Plaintiff go into the bathroom, which is located on the second floor of the bakery, waited outside of the bathroom for her knowing that Plaintiff would be alone when she exited, and then slapped her buttocks and back when she exited the bathroom. On several instances after Plaintiff exited the bathroom during this time period, Defendant Francesco Caravello grasped Plaintiff's chin and looked at her with menacing eyes, causing Plaintiff to fear for her safety.

30. In addition, on at least five occasions between October 2016 and August 21, 2018, Defendant Francesco Caravello walked past Plaintiff in the bakery and brushed his hand up against her buttocks. Further, on at least two occasions between July 1 and August 21, 2018, Defendant

Francesco Caravello slapped Plaintiff's back when she leaned over behind the front counter in the bakery to fill a customer's order.

31. In response to each instance of this unconsented-to touching, Plaintiff sternly told Francesco Caravello not to touch her, but he dismissed Plaintiff's rejections of his sexual advances and instead continued to engage in such abhorrent conduct.

32. Beginning in or about May 2017 and continuing until Plaintiff's termination on August 21, 2018, Plaintiff complained to Defendants Frank Caravello and Josephine Messina, at least twice per month, about Defendant Francesco Caravello's unwelcomed sexual advances towards her. Nonetheless, Frank Caravello and Josephine Messina blatantly disregarded Plaintiff's good-faith complaints and failed to admonish Defendant Francesco Caravello or take any action to prevent him from engaging in such behavior. Instead, Frank Caravello and Josephine Messina permitted Francesco Caravello to continue to sexually harass Plaintiff throughout the remainder of her employment, in the manner described above.

33. After her employment ended, on August 21, 2018, Plaintiff, through counsel, complained to Defendants that she had not been paid overtime wages or provided with accurate wage statements, in collective violation of the FLSA, the NYLL, and the NYCRR, and that she had been sexually harassed in violation of, *inter alia*, the NYCHRL.

34. After receiving Plaintiff's complaints, in or about September 2019, Defendant Frank Caravello called Plaintiff's current employer, Mia's Brooklyn Bakery, and in an effort to blackball her, told Plaintiff's supervisor there that Plaintiff was not a good person and that she should be fired.

FIRST CLAIM FOR RELIEF AGAINST DEFENDANTS
MAZZOLA BAKERY AND FRANK CARAVELLO
Unpaid Overtime Under the FLSA

35. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

36. 29 U.S.C. § 207(a) requires employers to compensate their employees at a rate not less than one and one-half times their regular rates of pay for all hours worked exceeding forty in a workweek.

37. As described above, Defendants Mazzola Bakery and Frank Caravello are employers within the meaning of the FLSA, while Plaintiff is an employee within the meaning of the FLSA.

38. As also described above, Plaintiff worked in excess of forty hours in a workweek, yet Defendants Mazzola Bakery and Frank Caravello failed to compensate her in accordance with the FLSA's overtime provisions.

39. Defendants Mazzola Bakery and Frank Caravello willfully violated the FLSA.

40. Plaintiff is entitled to overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times her respective regular rates of pay.

41. Plaintiff is also entitled to liquidated damages and attorneys' fees for Defendants Mazzola Bakery and Frank Caravello's violations of the FLSA's overtime provisions.

SECOND CLAIM FOR RELIEF AGAINST DEFENDANTS
MAZZOLA BAKERY AND FRANK CARAVELLO
Unpaid Overtime Under the NYLL and the NYCRR

42. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

43. NYLL § 160 and 12 NYCRR § 146-1.4 require employers to compensate their employees at a rate not less than one and one-half times their regular rates of pay for all hours worked exceeding forty in a workweek.

44. As described above, Defendants Mazzola Bakery and Frank Caravello are employers within the meaning of the NYLL and the NYCRR, while Plaintiff is an employee within the meaning of the NYLL and the NYCRR.

45. As also described above, Plaintiff worked in excess of forty hours in a workweek, yet Defendants Mazzola Bakery and Frank Caravello failed to compensate her in accordance with the NYLL's and the NYCRR's overtime provisions.

46. Plaintiff is entitled to overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times her respective regular rates of pay.

47. Plaintiff is also entitled to liquidated damages, interest, and attorneys' fees for Defendants Mazzola Bakery and Frank Caravello's violations of the NYLL's and the NYCRR's overtime provisions.

THIRD CLAIM FOR RELIEF AGAINST DEFENDANTS
MAZZOLA BAKERY AND FRANK CARAVELLO

Failure to Furnish Proper Wage Statements in Violation of the NYLL

48. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

49. NYLL § 195(3) requires that employers furnish employees with wage statements containing accurate, specifically enumerated criteria on each occasion when the employer pays wages to the employee.

50. As described above, Defendants Mazzola Bakery and Frank Caravello are employers within the meaning of the NYLL, while Plaintiff is an employee within the meaning of the NYLL.

51. As also described above, Defendants Mazzola Bakery and Frank Caravello, on each payday, failed to furnish Plaintiff with wage statements that accurately contained all of the criteria required under the NYLL.

52. Prior to February 27, 2015, pursuant to NYLL § 198(1-d), Defendants Mazzola Bakery and Frank Caravello are liable to Plaintiff in the amount of \$100.00 for each workweek after the violation occurred, up to the statutory cap of \$2,500.00.

53. On or after February 27, 2015, pursuant to NYLL § 198(1-d), Defendants Mazzola Bakery and Frank Caravello are liable to Plaintiff in the amount of \$250.00 for each workday after the violation occurred, up to the statutory cap of \$5,000.00.

FOURTH CLAIM FOR RELIEF AGAINST DEFENDANTS
MAZZOLA BAKERY AND FRANCESCO CARAVELLO
Gender Discrimination/ Hostile Work Environment Sexual Harassment
in Violation of the NYCHRL

54. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

55. Under the NYCHRL, it is unlawful for an employer or agent thereof to discriminate against an employee or person on the basis of gender with respect to terms, conditions, or privileges of employment, which includes sexual harassment in the workplace.

56. As described above, Defendants Mazzola Bakery and Francesco Caravello are an employer and/or agent thereof within the meaning of the NYCHRL, while Plaintiff is an employee and a person within the meaning of the NYCHRL.

57. As also described above, Defendant Mazzola Bakery, through the actions of Defendant Francesco Caravello, discriminated against Plaintiff on the basis of her gender, in violation of the NYCHRL, by subjecting Plaintiff to a hostile work environment of egregious sexual harassment where she was treated less well than other employees and by denying Plaintiff the opportunity to work in an employment setting free of unlawful discrimination.

58. As a direct and proximate result of Defendants Mazzola Bakery and Francesco Caravello's unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which she is entitled to an award of monetary damages and other relief.

59. Defendants Mazzola Bakery and Francesco Caravello's unlawful discriminatory actions constitute malicious, willful, and wanton violations of the NYCHRL, for which Plaintiff is entitled to an award of punitive damages.

FIFTH CLAIM FOR RELIEF AGAINST DEFENDANTS
MAZZOLA BAKERY AND FRANK CARAVELLO
Retaliation in Violation of the NYCHRL

60. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

61. Under the NYCHRL, it is unlawful for an employer to retaliate against an employee who makes a good faith complaint in opposition to a discriminatory practice prohibited by the NYCHRL.

62. As described above, Defendants Mazzola Bakery and Frank Caravello are an employer and/or an agent thereof within the meaning of the NYCHRL, while Plaintiff is an employee and a person within the meaning of the NYCHRL.

63. As also described above, after Plaintiff engaged in activity protected by the NYCHRL, Defendants Mazzola Bakery and Frank Caravello retaliated by taking action that would dissuade a reasonable person from engaging in activity protected under the statute.

64. As a direct and proximate result of Defendants Mazzola Bakery and Frank Caravello's unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as harm to her professional and personal reputations, for which she is entitled to an award of monetary damages and other relief.

65. Defendants Mazzola Bakery and Frank Caravello's unlawful retaliatory actions constitute malicious, willful, and wanton violations of the NYCHRL, for which Plaintiff is entitled to an award of punitive damages.

SIXTH CLAIM FOR RELIEF AGAINST DEFENDANTS
FRANK CARAVELLO AND JOSEPHINE MESSINA
Aiding and Abetting Discrimination in Violation of the NYCHRL

66. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

67. Under the NYCHRL, it is unlawful for any person to aid and abet the commission of any act forbidden by the NYCHRL.

68. As described above, Defendants Frank Caravello and Josephine Messina knowingly or recklessly aided and abetted the unlawful employment practices, discrimination, and harassment against Plaintiff, as set forth herein, in violation of the NYCHRL.

69. As a direct and proximate result of Defendants Frank Caravello and Josephine Messina's violations of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which she is entitled to an award of monetary damages and other relief.

SEVENTH CLAIM FOR RELIEF AGAINST DEFENDANTS
MAZZOLA BAKERY AND FRANK CARAVELLO

Retaliation under the FLSA

70. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

71. 29 U.S.C. § 215(a)(3) provides that it is unlawful for an employer "to discharge or in any other manner discriminate against any employee because such employee has filed any complaint . . . under . . . this chapter . . ."

72. As described above, Defendants Mazzola Bakery and Frank Caravello are employers within the meaning of the FLSA, while Plaintiff is an employee within the meaning of the FLSA.

73. As also described above, after Plaintiff engaged in activity protected under this chapter, Defendants Mazzola Bakery and Frank Caravello retaliated by taking action that would dissuade a reasonable person from engaging in activity protected under this chapter.

74. As a direct and proximate result of Defendants Mazzola Bakery and Frank Caravello's unlawful retaliatory conduct in violation of the FLSA, Plaintiff has suffered, and

continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as harm to her professional and personal reputations, for which she is entitled to an award of monetary damages and other relief.

75. Additionally, Plaintiff is entitled to liquidated damages, punitive damages, and attorneys' fees for Defendants Mazzola Bakery and Frank Caravello's violations of the FLSA's anti-retaliation provisions.

EIGHTH CLAIM FOR RELIEF AGAINST DEFENDANTS
MAZZOLA BAKERY AND FRANK CARAVELLO

Retaliation under the NYLL

76. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

77. NYLL § 215(1)(a) provides that “[n]o employer or his or her agent, or the officer or agent of any corporation . . . shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against an employee (i) because such employee has made a complaint to his or her employer . . . that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter”

78. As described above, Defendants Mazzola Bakery and Frank Caravello are employers within the meaning of the NYLL, while Plaintiff is an employee within the meaning of the NYLL.

79. As also described above, after Plaintiff engaged in activity protected under this chapter, Defendants Mazzola Bakery and Frank Caravello retaliated by taking action that would dissuade a reasonable person from engaging in activity protected under this chapter.

80. As a direct and proximate result of Defendants Mazzola Bakery and Frank Caravello's unlawful retaliatory conduct in violation of the NYLL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as harm to her professional and personal reputations, for which she is entitled to an award of monetary damages and other relief.

81. Additionally, Plaintiff is entitled to liquidated damages, punitive damages, interest, and attorneys' fees for Defendants Mazzola Bakery and Frank Caravello's violations of the NYLL's anti-retaliation provisions.

82. Pursuant to NYLL § 215(2)(b), contemporaneous with the filing of this Complaint, Plaintiff is serving a Notice of Claim upon the Office of the New York State Attorney General, thereby advising the aforementioned of her claim for retaliation under Section 215 of the NYLL.

DEMAND FOR A JURY TRIAL

83. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury on all claims in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- a. A judgment declaring that the practices complained of herein are unlawful and in willful violation of the aforementioned United States, New York State, and New York City Laws;
- b. Preliminary and permanent injunctions against Defendants and their officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;

- c. An order restraining Defendants from any retaliation against Plaintiff for participation in any form of this litigation;
- d. All damages that Plaintiff has sustained as a result of Defendants' conduct, including all unpaid wages and any short fall between wages paid and those due under the law that Plaintiff would have received but for Defendants Mazzola Bakery and Frank Caravello's unlawful payment practices;
- e. Liquidated damages and any other statutory penalties as recoverable under the FLSA and the NYLL;
- f. All damages that Plaintiff sustained as a result of Defendants Mazzola Bakery and Frank Caravello's retaliatory action, including emotional distress damages and punitive damages;
- g. Awarding damages to be determined at trial to compensate Plaintiff for harm to her professional and personal reputations and loss of career fulfillment in connection with her claims;
- h. Awarding damages to be determined at trial to compensate Plaintiff for emotional distress and/or mental anguish in connection with her claims;
- i. Awarding punitive damages, as provided by law;
- j. Awarding Plaintiff her reasonable attorneys' fees, as well as her costs and disbursements incurred in connection with this action, including expert witness fees and other costs and expenses;
- k. Pre-judgment and post-judgment interest, as provided by law; and

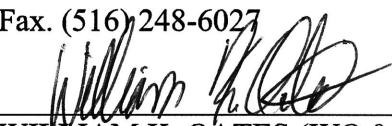
1. Granting Plaintiff such other and further relief as this Court finds necessary and proper.

Dated: Garden City, New York
October 16, 2019

Respectfully submitted,
BORRELLI & ASSOCIATES, P.L.L.C.

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